IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 6705 of 1989

with

SPECIAL CIVIL APPLICATION No 8614 of 1988

For Approval and Signature:

Hon'ble MR.JUSTICE S.K.KESHOTE

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

KHEDA DIST CENTRAL COOP BANK LTD

Versus

BAPUNAGAR (NANDANVAN) COOP HSGSOC LTD

Appearance:

Sp.C.A. No.6705/89 :-

MS SEJAL SUTHARIA for MR VH DESAI for the Petitioner

MR MB PARIKH for the Respondent

Sp.C.A. No.8614/88 :-

MS SEJAL SUTHARIA for MR VH DESAI for the Petitioner

MR RN SHAH for the Respondent

CORAM : MR JUSTICE S.K. KESHOTE

Date of Order : 07/07/2000

ORAL JUDGMENT

#. Heard learned counsel for the parties.

#. The learned counsel for the parties are in agreement that in both these matters identical point has been raised for consideration of this court and as such both these matters are taken up for hearing together and are being decided by this common order.

#. The petitioner has filed Lavad Suit against the respondents for recovery of the amount that was given as loan to respondents. The tribunal has ultimately decreed the suit but simple interest has been awarded. In these matters the bank has made only grievance that compound interest should have been awarded to it against the lonees.

#. The learned counsel for the petitioner on being asked by the court has failed to show any agreement between the bank and the lonees wherein there is stipulation of payment of compound interest. The tribunal has recorded a finding of fact that no such stipulation is there in the agreement entered between the parties and after recording this finding of fact the tribunal has not granted compound interest to the petitioner on the loan amount.

#. The learned counsel for the petitioner contended that as per the agreement it was open to the bank to change the terms regarding payment of interest. It is urged that the bank has all powers to modify the terms and the condition of agreement and to provide payment of compound interest.

#. However, the learned counsel for the petitioner admits that no such condition has been incorporated in the agreement after notice to the petitioner. When under the agreement there is no stipulation of payment of compound interest the tribunal in these matters have not committed any error much less any error or illegality in exercise of its jurisdiction whatsoever in not awarding the compound interest to the petitioner bank.

#. In the result, both these Special Civil Applications fail and the same are dismissed. The rule in both the matters is discharged. However, in the facts of this case, no order as to costs.

(S.K.Keshote, J.)

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